

**RESOLUTION NO. 2004**

**A RESOLUTION APPROVING AND, AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WILSONVILLE AND THE OREGON DEPARTMENT OF TRANSPORTATION REGARDING MASTER PLANNING IN THE COFFEE CREEK 1 PLANNING AREA**

WHEREAS, the Coffee Creek I Planning Area (Exhibit A) was added to the Metro Urban Growth Boundary in 2002 and 2004, and

WHEREAS, Metro and the City both recognize that there is a demand for available industrial land in the south Metro area as evidenced by the fact that 70% of industrial lands included in the Metro Urban Growth Boundary in 2004 were located adjacent to Wilsonville and Tualatin, and

WHEREAS, the City of Wilsonville has planned for and provided services and infrastructure for over 1000 acres of industrial lands within the City, and

WHEREAS, the City recognized the need to master plan the Coffee Creek I Planning Area in order to maintain a continuing supply of developable industrial land, and

WHEREAS, the City applied for, and was granted \$100,000 in Transportation and Growth Management(TGM) funds for the master planning of this area, and

WHEREAS, an Intergovernmental Agreement between the City and ODOT is required to formalize the City's responsibilities under the grant award,

NOW, THEREFORE THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. The City Council of the City of Wilsonville authorizes the Mayor to execute the Intergovernmental Agreement, attached hereto as Exhibit "B" and incorporated as if fully set forth herein, between the City of Wilsonville and the Oregon Department of Transportation.

2. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 5<sup>th</sup> day of June, 2006 and filed with the City Recorder this same date.

  
CHARLOTTE LEHAN, MAYOR

ATTEST

  
Sandra C. King, MMC, City Recorder

SUMMARY OF VOTES:

Mayor Lehan	Yes
Councilor Kirk	Yes
Councilor Holt	Yes
Councilor Knapp	Yes
Councilor Ripple	Excused



**INTERGOVERNMENTAL AGREEMENT**  
City of Wilsonville, Industrial Lands Master Planning

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation ("ODOT" or "Agency"), and City of Wilsonville ("City").

**RECITALS**

1. The Transportation and Growth Management ("TGM") Program is a joint program of ODOT and the Oregon Department of Land Conservation and Development.
2. The TGM Program includes a program of grants for local governments for planning projects. The objective of these projects is to better integrate transportation and land use planning and develop new ways to manage growth in order to achieve compact pedestrian, bicycle, and transit friendly urban development.
3. This TGM Grant (as defined below) is financed with federal Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users ("SAFETEA-LU") funds. Local funds are used as match for SAFETEA-LU funds.
4. By authority granted in ORS 190.110 and 283.110, state agencies may enter into agreements with units of local government or other state agencies to perform any functions and activities that the parties to the agreement or their officers or agents have the duty or authority to perform.
5. City has been awarded a TGM Grant which is conditional upon the execution of this Agreement.
6. The parties desire to enter into this Agreement for their mutual benefit.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**SECTION 1. DEFINITIONS**

Unless the context requires otherwise, the following terms, when used in this Agreement, shall have the meanings assigned to them below:

- A. "Consultant" means the personal services contractor(s) (if any) hired by ODOT to do the tasks indicated in Exhibit A as being the responsibility of such contractor(s).

B. "Consultant's Amount" means the portion of the Grant Amount payable by ODOT to the Consultant for the deliverables described in Exhibit A for which the Consultant is responsible.

C. "Direct Project Costs" means those costs which are directly associated with the Project. These may include the salaries and benefits of personnel assigned to the Project and the cost of supplies, postage, travel, and printing. General administrative costs, capital costs, and overhead are not Direct Project Costs. Any jurisdiction or metropolitan planning organization that has federally approved indirect cost plans may treat such indirect costs as Direct Project Costs.

D. "Federally Eligible Costs" means those costs which are Direct Project Costs of the type listed in Exhibit D incurred by City and Consultant during the term of this Agreement.

E. "Grant Amount" or "Grant" means the total amount of financial assistance disbursed under this Agreement, which consists of the City's Amount and the Consultant's Amount.

F. "City's Amount" means the portion of the Grant Amount payable by ODOT to City for performing the tasks indicated in Exhibit A as being the responsibility of City.

G. "City's Matching Amount" means the amount of matching funds which City is required to expend to fund the Project.

H. "City's Project Manager" means the individual designated by City as its project manager for the Project.

I. "ODOT's Contract Administrator" means the individual designated by ODOT to be its contract administrator for this Agreement.

J. "PSK" or "WOC" means the personal services contract(s) or work order contract(s) executed between ODOT and the Consultant related to the portion of the Project that is the responsibility of the Consultant.

K. "Project" means the project described in Exhibit A.

L. "Termination Date" has the meaning set forth in Section 2.A below.

M. "Total Project Costs" means the total amount of money required to complete the Project.

N. "Work Product" has the meaning set forth in Section 5.J below.

## SECTION 2. TERMS OF AGREEMENT

- A. Term. This Agreement becomes effective on the date on which all parties have signed this Agreement and all approvals (if any) required to be obtained by ODOT have been received. This Agreement terminates on April 1, 2007 ("Termination Date").
- B. Grant Amount. The Grant Amount shall not exceed \$100,000.
- C. City's Amount. The City's Amount shall not exceed \$0.
- D. Consultant's Amount. The Consultant's Amount shall not exceed \$100,000.
- E. City's Matching Amount. The City's Matching Amount is \$22,500 or 18.37% of the Total Project Costs.

## SECTION 3. DISBURSEMENTS

- A. Subject to submission by City of such documentation of costs and progress on the Project (including deliverables) as are satisfactory to ODOT, ODOT shall reimburse City only for Direct Project Costs that it incurs after the execution of this Agreement up to the City's Amount. Generally accepted accounting principles and definitions of ORS 294.311 shall be applied to clearly document verifiable costs that are incurred.
- B. City shall present cost reports, progress reports, and deliverables to ODOT's Contract Administrator no less than every other month. City shall submit cost reports for 100% of City's Federally Eligible Costs.
- C. ODOT shall limit travel expenses in accordance with current State of Oregon Accounting Manual, General Travel Rules, effective on the date the expenses are incurred.

## SECTION 4. CITY'S REPRESENTATIONS, WARRANTIES, AND CERTIFICATION

- A. City represents and warrants to ODOT as follows:
1. It is a City duly organized and existing under the laws of the State of Oregon.

2. It has full legal right and authority to execute and deliver this Agreement and to observe and perform its duties, obligations, covenants and agreements hereunder and to undertake and complete the Project.

3. All official action required to be taken to authorize this Agreement has been taken, adopted and authorized in accordance with applicable state law and the organizational documents of City.

4. This Agreement has been executed and delivered by an authorized officer(s) of City and constitutes the legal, valid and binding obligation of City enforceable against it in accordance with its terms.

5. The authorization, execution and delivery of this Agreement by City, the observation and performance of its duties, obligations, covenants and agreements hereunder, and the undertaking and completion of the Project do not and will not contravene any existing law, rule or regulation or any existing order, injunction, judgment, or decree of any court or governmental or administrative agency, authority or person having jurisdiction over it or its property or violate or breach any provision of any agreement, instrument or indenture by which City or its property is bound.

6. The statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of City.

B. As federal funds are involved in this Grant, City, by execution of this Agreement, makes the certifications set forth in Exhibits B and C.

#### **SECTION 5. GENERAL COVENANTS OF CITY**

A. City shall be responsible for the portion of the Total Project Costs in excess of the Grant Amount. City shall complete the Project; provided, however, that City shall not be liable for the quality or completion of that part of the Project which Exhibit A describes as the responsibility of the Consultant.

B. City shall, in a good and workmanlike manner, perform the work, and provide the deliverables, for which City is identified in Exhibit A as being responsible.

C. City shall perform such work identified in Exhibit A as City's responsibility as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform such work. City shall also be responsible for providing for employment-related benefits and deductions that are

required by law, including, but not limited to, federal and state income tax withholdings, unemployment taxes, workers' compensation coverage, and contributions to any retirement system.

D. All employers, including City, that employ subject workers as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). City shall require and ensure that each of its subcontractors complies with these requirements.

E. City shall be responsible, to the extent permitted by the Oregon Tort Claims Act, ORS 30.260-30.300, only for the acts, omissions or negligence of its own officers, employees or agents.

F. City shall not enter into any subcontracts to accomplish any of the work described in Exhibit A, unless it first obtains written approval from ODOT.

G. City agrees to cooperate with ODOT's Contract Administrator. At the request of ODOT's Contract Administrator, City agrees to:

- (1) Meet with the ODOT's Contract Administrator; and
- (2) Form a project steering committee (which shall include ODOT's Contract Administrator) to oversee the Project.

H. City shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, applicable provisions of the Oregon Public Contracting Code. Without limiting the generality of the foregoing, City expressly agrees to comply with: (1) Title VI of Civil Rights Act of 1964; (2) Title V and Section 504 of the Rehabilitation Act of 1973; (3) the Americans with Disabilities Act of 1990 and ORS 659A.142; (4) all regulations and administrative rules established pursuant to the foregoing laws; and (5) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

I. City shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, City shall maintain any other records pertinent to this Agreement in such a manner as to clearly document City's performance. City acknowledges and agrees that ODOT, the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents,



papers, plans, and writings of City that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts.

City shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

J. (1) All of City's work product related to the Project that results from this Agreement ("Work Product") is the exclusive property of ODOT. ODOT and City intend that such Work Product be deemed "work made for hire" of which ODOT shall be deemed the author. If, for any reason, such Work Product is not deemed "work made for hire", City hereby irrevocably assigns to ODOT all of its rights, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. City shall execute such further documents and instruments as ODOT may reasonably request in order to fully vest such rights in ODOT. City forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

(2) ODOT hereby grants to City a royalty free, non-exclusive license to reproduce any Work Product for distribution upon request to members of the public.

(3) City shall ensure that any work products produced pursuant to this Agreement include the following statement:

"This project is partially funded by a grant from the Transportation and Growth Management (TGM) Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land Conservation and Development. This TGM grant is financed, in part, by federal Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), local government, and State of Oregon funds.

The contents of this document do not necessarily reflect views or policies of the State of Oregon."

(4) The Oregon Department of Land Conservation and Development and ODOT may each display appropriate products on its "home page".

K. Unless otherwise specified in Exhibit A, City shall submit all final products produced in accordance with this Agreement to ODOT's Contract Administrator in the following form:

- (1) two hard copies; and
- (2) in electronic form using generally available word processing or graphics programs for personal computers via e-mail or on compact diskettes.

L. Within 30 days after the Termination Date, City shall

- (1) <sup>Provide</sup> ~~pay~~ to ODOT City's Matching Amount less Federally Eligible Costs previously reported as City's Matching Amount. ODOT may use any funds paid to it under this Section 5.L (1) to substitute for an equal amount of federal SAFETEA-LU funds used for the Project or use such funds as matching funds; and
- (2) provide to ODOT's Contract Administrator, in a format provided by ODOT, a completion report. This completion report shall contain:
  - (a) The permanent location of Project records (which may be subject to audit);
  - (b) A summary of the Total Project Costs, including a breakdown of those Project costs that are reimbursable hereunder and those costs which are being treated by City as City's Matching Amount;
  - (c) A list of final deliverables; and
  - (d) City's final disbursement request.

## SECTION 6. CONSULTANT

If the Grant provided pursuant to this Agreement includes a Consultant's Amount, ODOT shall enter into a PSK with the Consultant to accomplish the work described in Exhibit A as being the responsibility of the Consultant. In such a case, even though ODOT, rather than City is the party to the PSK with the Consultant, ODOT and City agree that as between themselves:

- A. Selection of the Consultant will be conducted by ODOT in accordance with ODOT procedures with the participation and input of City;

- B. ODOT will review and approve Consultant's work, billings and progress reports after having obtained input from City;
- C. City shall be responsible for prompt communication to ODOT's Contract Administrator of its comments regarding (1) and (2) above; and
- D. City will appoint a Project Manager to:
  - (1) be City's principal contact person for ODOT's Contract Administrator and the Consultant on all matters dealing with the Project;
  - (2) monitor the work of the Consultant and coordinate the work of the Consultant with ODOT's Contract Administrator and City personnel, as necessary;
  - (3) review any deliverables produced by the Consultant and communicate any concerns it may have to ODOT's Contract Administrator; and
  - (4) review disbursement requests and advise ODOT's Contract Administrator regarding payments to Consultant.

#### **SECTION 7. ODOT'S REPRESENTATIONS AND COVENANTS**

- A. ODOT certifies that, at the time this Agreement is executed, sufficient funds are authorized and available for expenditure to finance ODOT's portion of this Agreement within the appropriation or limitation of its current biennial budget.
- B. The statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of ODOT.
- C. ODOT will assign a Contract Administrator for this Agreement who will be ODOT's principal contact person regarding administration of this Agreement and will participate in the selection of the Consultant, the monitoring of the Consultant's work, and the review and approval of the Consultant's work, billings and progress reports.
- D. If the Grant provided pursuant to this Agreement includes a Consultant's Amount, ODOT shall enter into a PSK with the Consultant to perform the work described in Exhibit A designated as being the responsibility of the Consultant, and in such a case, ODOT agrees to pay the Consultant in accordance with the terms of the PSK up to the Consultant's Amount.

## SECTION 8. TERMINATION

This Agreement may be terminated by mutual written consent of all parties. ODOT may terminate this Agreement effective upon delivery of written notice to City, or at such later date as may be established by ODOT under, but not limited to, any of the following conditions:

A. City fails to complete work specified in Exhibit A within the time specified in this Agreement, including any extensions thereof, or fails to perform any of the provisions of this Agreement and does not correct any such failure within 10 days of receipt of written notice or the date specified by ODOT in such written notice.

B. Consultant fails to complete work specified in Exhibit A within the time specified in this Agreement, including any extensions thereof, and does not correct any such failure within 10 days of receipt of written notice or the date specified by ODOT in such written notice.

C. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or ODOT is prohibited from paying for such work from the planned funding source.

D. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

In the case of termination pursuant to A, B, C or D above, ODOT shall have any remedy at law or in equity, including but not limited to termination of any further disbursements hereunder. Any termination of this Agreement shall not prejudice any right or obligations accrued to the parties prior to termination.

## SECTION 9. GENERAL PROVISIONS

A. Time is of the essence of this Agreement.

B. Except as otherwise expressly provided in this Agreement, any notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to ODOT or City at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so

addressed and mailed is in effect five (5) days after the date postmarked. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT's Contract Administrator. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

C. ODOT and City are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons (including but not limited to any Consultant) unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

D. Sections 5(I), 5(K), 5(L) and 9 of this Agreement and any other provision which by its terms is intended to survive termination of this Agreement shall survive.

E. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between ODOT (and/or any other agency or department of the State of Oregon) and City that arise from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. City, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

F. This Agreement and attached Exhibits (which are by this reference incorporated herein) constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No modification or change of terms of this Agreement shall bind either party unless in writing and signed by all parties and all necessary approvals have been obtained. Budget modifications and adjustments from the work described in Exhibit A must be processed as an amendment(s) to this Agreement and the PSK. No waiver or consent shall be effective unless in writing and signed by the party against whom such waiver or consent is asserted. Such waiver,

consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.

On June 18, 2003, the Oregon Transportation Commission ("Commission") approved Delegation Order No. 2, which authorizes the Director of ODOT to approve and execute agreements for day-to-day operations when the work is related to a project included in the Statewide Transportation Improvement Program ("STIP") or a line item in the biennial budget approved by the Commission

On April 12, 2004, the Director approved Subdelegation Order No. 10 in which the Director delegates authority to the Division Administrator, Transportation Development, to approve and execute personal service contracts and agreements over \$75,000 for programs within the Transportation Development Division when the work is related to a project included in the STIP or in other system plans approved by the Commission or in a line item in the legislatively adopted biennial budget.

**City**

*City of Wilsonville*

By: \_\_\_\_\_  
(Official's Signature)

\_\_\_\_\_  
(Printed Name and Title of Official)

Date: \_\_\_\_\_

**ODOT**

STATE OF OREGON, by and through  
its Department of Transportation

By: \_\_\_\_\_  
Craig Greenleaf, Deputy Director  
Transportation Development Division

Date: \_\_\_\_\_

**ATTORNEY GENERAL'S OFFICE**

Approved as to legal sufficiency by the  
Attorney General's office.

By: \_\_\_\_\_  
(Official's Signature)

Date: 4/20/06  
Contact Names:

Sandi Young  
City of Wilsonville  
30000 Town Center Loop E  
Wilsonville, OR 97070  
Phone: 503-682-1011  
Fax: 503-682-7025  
E-Mail: young@ci.wilsonville.or.us

Andy Johnson, Contract Administrator  
Transportation and Growth Management Program  
123 NW Flanders  
Portland, OR 97209-4037  
Phone: 503-731-8356  
Fax: 503-731-3266  
E-Mail: Andrew.JOHNSON@odot.state.or.us

**ATTACHMENT A**

**CITY OF WILSONVILLE**

**COFFEE CREEK AREA 1 MASTER PLANNING**

**STATEMENT OF WORK**

**ACRONYMS**

**Agency/ ODOT** – Oregon Department of Transportation  
**City** – City of Wilsonville  
**DLCD** – Department of Land Conservation and Development  
**NTP** – Notice to Proceed  
**NTE** – Not-to-Exceed amount (dollars)  
**OHP** – Oregon Highway Plan  
**PTA** – Plan Text Amendment  
**RSIA** – Regionally Significant Industrial Area  
**RTP** – Regional Transportation Plan  
**SDC** – System Development Charge  
**SROZ** – Significant Resource Overlay Zone  
**TAC** – Technical Advisory Committee  
**TSP** – Wilsonville Transportation System Plan.  
**UGB** – Urban Growth Boundary  
**WOC** – Work Order Contract  
**WOCPM** – Agency’s Work Order Contract Project Manager

**PROJECT COOPERATION**

The PSK entered into by the Agency with the Consultant shall contain the following language:

“This statement of work describes the responsibilities of the entities involved in this cooperative Project. In this Work Order Contract (WOC) the Consultant shall only be responsible for those deliverables assigned to the Consultant. All work assigned to other entities are not Consultant’s obligations under this WOC, but shall be obtained by Agency through separate intergovernmental agreements which contain a statement of work that is the same as or similar to this statement of work. The obligations of entities in this statement of work other than the Consultant are merely stated for informational purposes and are in no way binding, nor are the named entities parties to this WOC. Any tasks or deliverables assigned to a

sub-Consultant shall be construed as being the responsibility of the Consultant.

Any Consultant tasks or deliverables which are contingent upon receiving information, resources, assistance, or cooperation in any way from another entity as described in this statement of work shall be subject to the following guidelines:

1. At the first sign of non-cooperation, the Consultant shall provide written notice (email acceptable) to Oregon Department of Transportation (Agency) Work Order Contract Project Manager (WOCPM) of any deliverables that may be delayed due to lack of cooperation by other entities referenced in this statement of work.
2. WOCPM shall contact the non-cooperative entity or entities to discuss the matter and attempt to correct the problem and expedite items determined to be delaying the Consultant.

If Consultant has followed the notification process described in item 1, and Agency finds that delinquency of any deliverable is a result of the failure of other referenced entities to provide information, resources, assistance, or cooperation, as described in this statement of work, the Consultant will not be found in breach of contract. The Agency Contract Administrator will negotiate with Consultant in the best interest of the State, and may amend the delivery schedule to allow for delinquencies beyond the control of the Consultant.

### **KEY PERSONNEL**

**Key Personnel.** Consultant acknowledges and agrees that Agency selected Consultant, and is entering into this WOC, because of the special qualifications of Consultant's key people. In particular, Agency through this WOC is engaging the expertise, experience, judgment, and personal attention of **Joe Dills**, ("Key Personnel"). Consultant's Key Personnel shall not delegate performance of the management powers and responsibilities he/she is required to provide under this WOC to another (other) Consultant employee(s) without first obtaining the written consent (email acceptable) of Agency. Further, Consultant shall not re-assign or transfer a Key Person to other duties or positions such that a Key Person is no longer available to provide Agency with his/her expertise, experience, judgment, and personal attention, without first obtaining Agency's prior written consent to such re-assignment or transfer. In the event Consultant requests that Agency



approve a re-assignment or transfer of a Key Person, Agency shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the a Key Person. Any approved substitute or replacement for a Key Person shall be deemed a Key Person under this WOC.”

### **EXPECTATIONS ABOUT WRITTEN AND GRAPHIC DELIVERABLES:**

All written (text) deliverables in both hard copy and electronic version by Consultant, with the electronic version to be completed in Microsoft Word or Adobe Acrobat PDF format, or combination of both. All graphic deliverables shall be provided by Consultant in hard copy and in the electronic format when required by the City of Wilsonville (City). All graphic deliverables can be in color, however, they must be readable and usable when copied in black and white.

### **EXPECTATION ABOUT MEETING DELIVERABLES**

For the purpose of this Contract, “deliverables” include all physical items required to be delivered by Consultant under the WOC as well as attendance and participation at meetings and other actions and activities of Consultant that are required under the WOC.

### **EXPECTATIONS ABOUT SCHEDULE FOR DELIVERABLES**

For the purposes of this Project, all written and graphic deliverables are due on the last day of the calendar month indicated in the Schedule following the date of the \*Notice to Proceed.

\*For the purposes of this Contract, “Notice-to-Proceed” is the written notice – email is acceptable – issued to the Consultant by the WOCPM advising that the Work Order Contract has been fully-executed, and advising the Consultant to begin performance immediately.

### **PROJECT PURPOSE/ TRANSPORTATION RELATIONSHIPS AND BENEFITS**

Consultant shall develop a “Final Master Plan” for Coffee Creek Area 1 (the “Project”) as defined under the section titled “Project Area” through implementation of previously completed Conceptual Master Plans. Coffee Creek Area 1 borders industrially zoned lands to the east, lands on the north and west designated for industrial use by Metro in the 2004 Urban Growth Boundary (UGB) action, and lands south of the railroad as potentially residential land within a future UGB expansion. Several key transportation components will be addressed in the Final Master Plan, such as the Kinsman Road extension. This extension is a critical extension of an existing road to better serve freight and local traffic, as an alternative to I-5. Also, other local and collector connections will be identified to ensure a safe and efficient transportation system. Potential freight

connections to existing rail lines will also be examined. This Project will result in a balanced transportation and land use plan for the Coffee Creek Area 1.

## **PROJECT AREA**

Coffee Creek Area 1 is located west of I-5 and accesses I-5 via Day Road and Boones Ferry Road at the North Wilsonville/Stafford ramps. Coffee Creek Area 1 is centrally located to Wilsonville and surrounding communities and will continue to be served by public transportation.

Coffee Creek Area 1 is approximately bounded by the Coffee Creek Correctional Facility and Day Road on the north. Coffee Creek Area 1 extends north along Boones Ferry road to incorporate interested or affected stakeholders. Coffee Creek Area 1 is bounded by the railroad tracks on the west and the Wilsonville City boundary on the south and east.

## **PROJECT OBJECTIVES**

The objectives of this Project include:

- Conducting and recording an equitable and engaging public involvement program.
- To create a detailed transportation-land use Final Master Plan for the Wilsonville Industrial lands located in Coffee Creek Area 1.
- To create a transportation-land use Final Master Plan consistent with the concept plans for the area created in 1998.
- Identification of infrastructure improvements needed to mitigate future development.
- Analysis of costs, funding sources and phasing options for infrastructure improvements.
- To assist in the availability in the Coffee Creek Area 1 for efficient and cost effective industrial development in the near term.
- To adopt the Coffee Creek Area 1 Final Master Plan as a part of the City's Comprehensive Plan and any necessary changes to the Transportation Systems Plan (TSP).

## **BACKGROUND**

In 2002, the area once known as Urban Reserve Area (URA) 42 was annexed into the Metro UGB. URA 42, now home to the Coffee Creek Correctional facility, was designated a Regionally Significant Industrial Area (RSIA).

According to the Urban Reserve Plan (OTAK, 1998), URA 42 should be used for mostly industrial uses with some minor complementary commercial and office uses. The Urban

Reserve Plan also discussed the need for further traffic analysis at the Grahams Ferry Road/Day Road intersection and the Kinsman Road extension. Designated open space areas and general utility plans were also discussed.

The changing face of this area makes planning efforts all the more timely. The south Metro area has experienced major growth, both in Wilsonville as well as the neighboring communities of Tualatin and Sherwood. Tualatin and Sherwood will be affected by growth in this area and need to be included in the process. This work also needs to be tied into planning efforts for the potential I-5/99W connector, Kinsman Road extension and the larger transportation planning efforts for the Region.

**TASK 1: Identify Goals and Objectives, establish Technical Advisory Committee (TAC)**

Objectives:

- Establish TAC consisting of stakeholders, including member of Coffee Creek Correctional Facility, Industrial Users.
- Send draft Goals and Objective to members of TAC.
- City shall collect feedback on Goals and Objectives via mail and e-mail, and incorporate comments into draft Goals and Objectives, and provide to the Consultant to incorporate into draft Technical Memorandum #1 (TM#1).

Sub-Tasks:

- 1.1 City shall seek and confirm up to 15 members for the TAC, including Agency's Work Order Contract Project Manager (WOCPM), other relevant Agency staff and City representatives.
- 1.2 City shall distribute via e-mail, and hard copy if requested, a roster containing contact information of the TAC to TAC, WOCPM and Consultant.
- 1.3 City shall prepare draft Goals and Objectives based on previous concept plans and Project Objectives.
- 1.4 City shall distribute via e-mail, and hard copy if requested, draft goals and objectives to TAC for their review and comment.
- 1.5 City shall incorporate comments received within 14 days of TAC Meeting into draft Goals and Objectives.
- 1.6 City shall send revised draft Goals and Objectives to Consultant and WOCPM.

Deliverables:

**Consultant:** None

**City:**

1. TAC Roster and distribution
2. Draft Goals and Objectives
3. Distribution of Draft Goals and Objectives to TAC and compilation of comments
4. Revised Draft Goals and Objectives

**Schedule:** Within 30 days of the date of Notice to Proceed (NTP).

**TASK 2: Summarize Existing Plans and Policies**

Objectives:

1. Summarize and assess relevant documents.
2. Incorporate findings and recommendations from Coffee Creek Area 1 Concept Plans.
3. Identify policy framework and existing plan compliance issues.

Sub-Tasks:

- 2.1 City shall provide to Consultant relevant City documents, including:
- Wilsonville Comprehensive Plan
  - Wilsonville Zoning Code
  - Wilsonville TSP
  - Wastewater Plan
  - Stormwater Plan
  - Parks and Recreation Master Plan
  - Bicycle and Pedestrian Master Plan
  - Transit Master Plan
  - Emergency Service objectives
  - Designated Significant Resource Overlay Zone (SROZ) (Goal 5) inventories and compliance policies,
  - Other relevant documents

**Consultant** shall gather the following documents and materials for TM#1:

- Agency documents related to access management (OAR 734 Division 51)
- Mobility standards in the Oregon Highway Plan(OHP)/Highway Design Manual

- Wilsonville Freeway Access Study (2002)
  - Metro's Urban Growth Management Functional Plan
  - Regional Transportation Plan (RTP)
  - Washington County and Clackamas County Development Codes, and
  - Other materials deemed relevant by the City or Agency for TM #1.
- 2.2 Consultant shall review the documents and materials specified above, identify issues related to development, transportation and infrastructure in the Project Area, and prepare a draft TM #1: Plans and Policies, Goals and Objectives, summarizing existing policies and plans as they apply to the Project Area and including Task 1 Revised Draft Goals and Objectives. Consultant shall deliver the draft TM #1 to WOCPM and City.
- 2.3 City and WOCPM shall coordinate review of TM#1 among different City and Agency departments. City shall consolidate City's and Agency's comments and send to Consultant.
- 2.4 Consultant shall facilitate TAC Meeting #1 to review and refine TM #1. City shall organize TAC Meeting #1, prepare the agenda, schedule location, distribute materials and take minutes.
- 2.5 Consultant shall revise TM#1 based on TAC feedback and City's and Agency's comments and shall distribute the revised TM #1 to WOCPM and City.

Deliverables:

**Consultant:**

1. Draft TM#1
2. Revised TM#1
3. Facilitation of TAC Meeting #1

**City:**

1. Subtask 2.1 documents to Consultant
2. Comment on TM#1
3. Logistics, agenda and minutes for TAC Meeting #1

**Other Agencies (Metro, City of Tualatin, Washington County):**

1. Coordinate with appropriate departments on review of TM #1

**Schedule: Consultant shall complete Task 2 obligations no later than 3 months following the date of the NTP.**

### **TASK 3: Create Alternatives and Evaluation Criteria**

#### Objectives:

- Draft up to three (3), and no fewer than 2, alternatives for review by the TAC.
- Hold TAC meeting #1 in order to gather feedback on alternatives.
- Hold public meeting/open house to display alternatives to the public.
- Create Evaluation Criteria based on the goals and objectives and input from TAC and public.

#### Sub-Tasks:

- 3.1. Prior to drafting Conceptual Master Plan Alternatives, Consultant, WOCPM and City shall meet and discuss pertinent issues from TM#1 - Plans and Policies and directions for the development and evolution of the alternative Master Plans.
- 3.2. Consultant shall develop a draft set of Evaluation Criteria, based on the policy direction of TM#1, by which Conceptual Master Plan Alternatives shall be evaluated. The Evaluation Criteria can be either quantitative (e.g., "best meets performance standards") and qualitative (e.g., "is consistent with future plans for Coffee Creek II and North Wilsonville") measures. The Evaluation Criteria must include, but are not limited to: ease of service, environmental consequences, infrastructure costs, transportation performance, operations and safety (Level of Service and volume-to-capacity (v/c) Ratios as expressed in the City's TSP, the RTP, the OHP, and the 2003 Highway Design Manual). The OHP mobility standards must be used for needs analysis, while the Highway Design Manual must be applied for alternatives analysis. Consultant shall deliver a draft set of Evaluation Criteria to WOCPM and City.
- 3.3. City and Agency shall review and provide comments to Consultant on the draft set of Evaluation Criteria prior to TAC Meeting #2.
- 3.4. Consultant shall develop up to three Conceptual Master Plan alternatives for the development of the Project Area, examining:
  - land use patterns (including ensuring compliance with Metro Ordinance 02-969B)
  - transportation, including a comparison of the railroad underpass on Grahams Ferry Road to current cross section width criteria
  - water system capacity and water line provision
  - sanitary sewer capacity and line provision

- storm sewer capacity and line provision
- electricity, natural gas and other available energy sources
- rail freight service

The transportation element must include a street network and modal concept. The street network must support the proposed development concept and conform to intersection spacing standards of the City, Metro, and Agency, as applicable. The modal concept must include a bicycle and pedestrian network that meets City standards, as well as a provision for future transit that meets Tri-Met and SMART service standards. City shall prepare and provide to Consultant evaluations of connections to water and sewer treatment plants, and potential for plant expansion.

- 3.5. Consultant shall prepare Conceptual Master Plan Evaluation Brief, a short written evaluation of how each Conceptual Master Plan alternative meets the Evaluation Criteria. The evaluation must be qualitative and quantitative in nature and shall not include the traffic operations analysis results to be prepared in Task 5. A more detailed evaluation of the alternatives shall be conducted by Consultant in Task 4.
- 3.6. City and Agency shall review and comment on the draft Conceptual Master Plan Evaluation Brief. City shall organize TAC Meeting #2, prepare the agenda, distribute materials and take minutes. City and Agency shall coordinate review among different City and Agency departments, and City shall deliver City's and Agency's consolidated comments to the Consultant.
- 3.7. Consultant shall facilitate TAC Meeting #2 to review and refine the Conceptual Master Plan alternatives, draft Evaluation Criteria and the Conceptual Master Plan Evaluation Brief. City shall organize TAC Meeting #2, prepare the agenda, distribute materials and take minutes
- 3.8. Consultant shall prepare and distribute final Evaluation Criteria ("Revised Evaluation Criteria") based on City, Agency and TAC input and comments.
- 3.9. City shall schedule and provide location for Open House #1. Open House #1 must be held within one month after TAC Meeting #2. Consultant shall facilitate Open House (#1) to gather public input on the alternatives for the future development of the Project Area. Consultant shall provide maps of the Conceptual Master Plan alternatives along with descriptions of how they function. Maps must be wall size (34"X44"). Consultant shall present the Conceptual Master Plan alternatives, the Revised Evaluation Criteria, and the Conceptual Master Plan Evaluation Brief conducted in subtasks 3.2, 3.3, 3.4, 3.5 and 3.7 above. City shall create an agenda, take minutes and make copies of materials for Open House #1.

Deliverables:

**Consultant:**

1. Meeting with City and WOCPM
2. Draft Evaluation Criteria
3. Conceptual Master Plans, between two and three alternatives
4. Conceptual Master Plan Evaluation Brief
5. Facilitation of TAC Meeting #2
6. Revised Evaluation Criteria
7. Facilitation of Open House #1, including appropriate presentation and presentation materials

**City:**

1. Meeting with Consultant and WOCPM
2. Review and comment on draft Evaluation Criteria
3. Logistics, agenda and minutes for TAC meeting # 2.
4. Logistics, agenda and minutes for Open House # 1.

**Schedule:** Consultant shall complete Task 3 obligations no later than 5 months following the date of the NTP.

**TASK 4: Evaluate Alternatives, Financing Estimates**

Objectives:

- To determine the financial impact of the different alternatives for the City.
- To determine the various transportation impacts of the various alternatives.
- To determine how alternatives rank relative to one another based on the traffic report, financial impact analysis and Evaluation Criteria.

Sub-Tasks:

- 4.1. Consultant shall determine the relative effectiveness of each of the Conceptual Master Plan alternatives on the transportation system and prepare TM#2, Transportation and Traffic (TM #2) from these determinations. TM#2 must:
  - Evaluate the efficiency of the transportation network for between two and three Conceptual Master Plan alternatives developed in Task 3. Consultant shall evaluate the traffic operations (V/C and Level of Service) for the following intersections:
    - I-5 Northbound Ramp Terminal @ Boones Ferry Road-Elligsen Road



- I-5 Southbound Ramp Terminal @ Boones Ferry Road-Elligsen Road
  - Boones Ferry Road @ Day Road
  - Boones Ferry Road @ Commerce Circle/95<sup>th</sup> Avenue
  - Grahams Ferry Road @ Clutter/Ridder
  - Graham's Ferry Road @ Day Road
  - Grahams Ferry Road @ Tonquin Rd
  - Day Road @ Kinsman Road (future)
  - Ridder Road @ Kinsman Road (future)
- Consultant shall count at the above intersections both the AM (7-9 AM) and PM (4-6 PM) peak periods. These counts must be manual classification full-turning movement counts that will be used to represent the 30<sup>th</sup> highest hour volumes. Consultant shall evaluate the above intersections for each of the following scenarios:
- Existing Conditions (2006)
  - 2020 No Build
  - 2020 with Coffee Creek Master Plan Project Traffic (two to three alternatives)
- .Consultant shall determine the initial assumptions about road designations, carrying capacity and traffic demand from surrounding land uses using the Wilsonville, Washington County and Clackamas County TSPs and Comprehensive Plans. The future 2020 scenario and travel model has been selected to maintain consistency with the City's TSP. The horizon year could be modified based on input from City staff (if 2030 is requested, this scope would need to be modified). Future projections must be determined using the City of Wilsonville travel demand model that was prepared for the City's TSP. If the City requests the use of a different model or significant modification to the existing model, additional scope and budget will be required. Agency shall review methodologies used to develop current and future volumes.
- Consultant shall compare the existing railroad underpass on Graham's Ferry Road to current cross section width criteria.
- Proposed new roads and associated intersections as proposed in the City's TSP or in the existing Conceptual Master Plan alternatives noted above, or proposed in both, that are part of the primary network, as agreed upon by City, Consultant, and Agency, shall also be analyzed by the Consultant.

Consultant shall assess applicable City, County and ODOT access management standards and performance criteria for each scenario noted above. Should the future intersections not meet access management or performance standards or safety/operational criteria, Consultant shall propose mitigation to address the specific deficiency.

- Consultant shall analyze three to five year crash data on all Agency and City facilities. The crash data shall be provided by Agency.
- Consultant's future analysis must evaluate the impact to I-5 at the Elligsen Road interchange (ramp terminals and junctions). Consultant shall apply Highway Design Manual standards in the evaluation of alternatives.
- Consultant shall determine if standards for pedestrian and bicycle transportation are met and use these to conduct an evaluation of the performance of these modes for these scenarios.

If additional information becomes available from the I-5 to 99W Connector study prior to the initiation of Task 4, Consultant shall utilize this new information in completing Task 4.

- 4.2. City shall forward a copy of TM#2 to WOCPM and to Washington and Clackamas County, facilitate the review, and consolidate comments from City, Agency and Counties. City shall submit the review comments to Consultant in written form.
- 4.3. Consultant shall review comments on TM#2 and revise TM#2 and send to City and WOCPM. City shall forward revised TM #2 to the TAC for its review and use in later tasks.
- 4.4. City shall provide data to Consultant related to the City budget, tax base, System Development Charges (SDC) and other fiscal matters.
- 4.5. Consultant shall prepare Technical Memorandum #3, Annexation/Cost Impact Report (TM #3) using City data to determine the costs and benefits associated with annexation and providing City services and facilities under each of the alternatives developed under Task 3. As part of TM #3, Consultant shall:
  - A. Determine revenues, potential assessed value and potential tax revenue generated from development.
  - B. Determine costs to serve the area under each Conceptual Master Plan alternative.

C. Project the anticipated costs of providing urban facilities – such as storm water sewer, sanitary sewer, water, and transportation – to Coffee Creek Area 1 consistent with City standards. Anticipated costs must include cost impacts on capacity of the wastewater and water treatment facilities.

D. Identify potential funding sources and opportunities to provide such facilities and services

The cost of service provision must be a factor in selecting a preferred Conceptual Master Plan alternative from those developed under Task 3

- 4.6. Consultant shall deliver TM #3 to City and WOCPM, City and WOCPM shall review TM#3 and provide comments back to Consultant within 14 days following the date Consultant delivers TM #3 to City and WOCPM. Consultant shall incorporate relevant comments into the revised TM#3 and send the review TM #3 to City and WOCPM. City shall forward a copy of TM #3 to TAC.
- 4.7. Consultant shall facilitate TAC Meeting #3 to discuss the Task 3 and earlier Task 4 deliverables: Evaluation Criteria, the Conceptual Master Plan alternatives, the traffic analysis and the cost impact analysis. TAC meeting #3 shall be used to answer any questions the TAC may have about these materials and to set the stage for the following TAC meeting, as described in sub-task 5.4. City shall organize and schedule TAC Meeting #3, prepare the agenda, distribute materials, and take minutes.

**Deliverables:**

**Consultant:**

1. Draft Technical Memorandum #2 - 3 hard copies and an electronic copy.
2. Revised Technical Memorandum #2 – 3 hard copies and one electronic copy
3. Draft Technical Memorandum #3 - 3 hard copies and electronic copy
4. Revised Technical Memorandum #3 - 3 hard copies and electronic copy
5. Facilitation of TAC Meeting #3

**City:**

1. Relevant financial data such as the City budget, tax base, SDCs
2. Review and comment of Technical Memorandums #2 and #3 and compilation of other comments
3. Traffic data from the I-5/Highway 99W Connector Study
4. Copy of Revised TM#2 and TM#3 to the TAC.
5. Agenda, minutes and material copies for TAC Meeting #3

**Schedule:** Consultant shall complete Task 4 obligations no later than 9 months following the date of the NTP.

### **Task 5 –Selection of Preferred Conceptual Master Plan Alternative**

**Objectives:**

- To determine how alternatives rank relative to one another based on the traffic report, financial impact analysis and Evaluation Criteria.
- To select the preferred alternative

**Subtasks:**

- 5.1. Consultant shall analyze the Conceptual Master Plan alternatives in relationship to the Evaluation Criteria developed and prepare an analysis in the form of a matrix that demonstrates the relative ranking of each Conceptual Master Plan alternative to each other based on the criteria. Consultant shall provide “Ranking of Alternatives Matrix” to City and WOCPM for review and refinement.
- 5.2. City and Agency shall review Ranking of Alternatives Matrix and provide comments to Consultant, and Consultant shall refine the Ranking of Alternatives Matrix in accordance with the comments, which may result in hybrids of the previously identified Conceptual Master Plan alternatives.
- 5.3. Consultant shall prepare “Revised Draft Ranking of Alternatives Matrix,” making necessary refinements to the Ranking of Alternatives Matrix” and add hybrid alternatives that emerge. Consultant shall identify through result of this analysis which Conceptual Master Plan alternative to use as a preferred Master Plan for preparing the Draft Master Plan in Task 6.
- 5.4. Consultant shall facilitate TAC Meeting #4 to examine the Revised Ranking of Alternatives Matrix. City shall schedule and organize TAC Meeting #4, distribute materials for TAC Meeting #4 and take minutes.
- 5.5. Prior to continuing on to Task 6, City and Consultant shall present the preferred Conceptual Master Plan alternative to City Planning Commission for review, comment and recommendation. City Planning Commission presentation must also describe the evaluation process and present the Revised Ranking of Alternatives Matrix.

**Deliverables:**

**Consultant:**

1. Draft Ranking of Alternatives Matrix

2. Revised Draft Ranking of Alternatives Matrix – three (3) hard copies and electronic copy
3. Facilitation of TAC Meeting #4
4. Presentation at City Planning Commission

**City:**

1. Review of draft Rankings of Alternatives Matrix.
2. Agenda, minutes and material copies for TAC Meeting #4
3. City Planning Commission: meeting materials including staff report which include the revised Rankings of Alternatives Matrix, and presentation of preferred alternative.

**Schedule:** Consultant shall complete Task 5 obligations no later than 10 months following the date of the NTP.

**Task 6: Draft Master Plan**

**Objectives:**

- Prepare a Draft Master Plan for the Project area that specifies a layout for the transportation system, other infrastructure and land use patterns. This Draft Master Plan must comply with policies for urban development specified in the development code and other relevant sources (i.e. Statewide Planning Goals, Metro Functional Plan, etc.)
- Draft Master Plan must incorporate comments from the TAC and the public
- Hold Open House #2 to share the Master Plan with the public and garner feedback
- To prepare a Draft Master Plan to present to the Wilsonville City Planning Commission and the Wilsonville City Council for review.

**Sub-Tasks:**

- 6.1. Consultant shall prepare a Draft Master Plan. The Draft Master Plan must:
  - Include both text and graphics depicting the proposed Master Plan;
  - Include recommended land use designations, a transportation plan, a local street pattern and infrastructure requirements
  - Include natural resource protection strategies based on the City's current Goal 5 policies;
  - Describe how the Master Plan fits into the rest of the City, the region and the City's policies;
  - Include suggested changes to the development code, TSP and other City plans;

- Outline the costs for service provision;
- Present funding strategies for the development of the Coffee Creek 1 Area.

Consultant shall provide Draft Master Plan to City and WOCPM.

- 6.2. City and WOCPM shall review the Draft Master Plan and provide comments within 14 days following the date Consultant delivers the Draft Master Plan to City and WOCPM.

Consultant shall incorporate comments from City and Agency into a revised Draft Master Plan, Version #2, and deliver it to City and WOCPM at least one week before TAC Meeting #5. City shall schedule and organize TAC Meeting #5 (including distribution of Draft Master Plan Version #2) and take minutes. Consultant shall facilitate TAC Meeting #5, present the Draft Master Plan Version # 2, and gather feedback

Consultant shall incorporate TAC comments into Draft Master Plan Version #3.

City shall schedule and provide notice of, prepare the agenda, distribute advance materials, and take minutes at Open House #2. Consultant shall facilitate Open House #2 and present Draft Master Plan Version # 3 to the general public for feedback.

City shall schedule and convene TAC Meeting #6 to review public comments from Open House #2 and take minutes. Consultant shall facilitate TAC Meeting #6 and gather input.

Consultant shall incorporate input from the TAC at TAC Meeting #6 into the Draft Master Plan Version #4.

City shall schedule, provide notice of, take minutes of, prepare a staff report for and introduce Draft Master Plan Version 4 at, City Planning Commission Meeting. Consultant shall present the Draft Master Plan Version 4 and facilitate the discussion of the City Planning Commission at the City Planning Commission Meeting.

City shall schedule, provide notice of, take minutes of, prepare a staff report for and introduce Draft Master Plan Version #4 at City Council Meeting. Consultant shall present the Draft Master Plan Version 4 and facilitate the discussion of the City Council at the City Council Meeting.

Deliverables:

**Consultant:**

1. Draft Master Plan
2. Draft Master Plan Version #2
3. Draft Master Plan Version #3
4. Draft Master Plan Version #4
5. Facilitation of TAC Meeting #5
6. Facilitation of Open House #2
7. Facilitation of TAC Meeting #6
8. Presentation of Draft Master Plan Version #4 to City Planning Commission
9. Presentation of Draft Master Plan Version #4 to City Council

**City:**

1. Review and comment on initial Draft Master Plan
2. TAC Meeting #5 logistics, agenda and minutes
3. Open House #2 logistics, agenda and notes
4. TAC Meeting #6 logistics, agenda and minutes
5. Planning Commission presentation, logistics and materials
6. Wilsonville City Council presentation, logistics, and materials

**Schedule:** Consultant shall complete Task 6 obligations no later than 11 months following the date of the NTP.

**Task 7: Final Master Plan, Amendments, Adoption**

Objectives:

- Adoption by the City Council of a Final Master Plan
- Submission of the Master Plan to Metro and DLCDC for acknowledgement
- Adoption of a Plan Text Amendment (PTA) to the development code and an addendum to the TSP to implement the Master Plan

Sub-Tasks:

- 7.1. Consultant shall prepare a Final Master Plan, by revising Draft Master Plan Version #4 and incorporating comments from Open House #2, TAC Meetings #5 and 6, and City Planning Commission or City Council. Consultant shall meet with City and WOCPM to discuss recommended changes.

- 7.2. City shall provide materials for PTA process to Consultant and provide support to Consultant on changes to the municipal code, TSP and any other city documents arising from the Final Master Plan. City shall prepare an application for a PTA to incorporate the Final Master Plan into the Municipal Code and Consultant shall prepare draft recommended amendments to the development code. Consultant shall prepare an addendum to the TSP that incorporates needed changes based upon the Final Master Plan. Consultants work associated with the TSP amendment will be limited to updating Figure 4.7 (2020 Alternative 2 Recommended Roadway Network), Figure 4.8 (2020 Alternative 2 Arterial and Collector Classification), and Figure 5.4 (2020 Bicycle and Pedestrian Facilities Plan) as well as the motor vehicle and bicycle and pedestrian project lists as applicable. City shall provide Consultant with the existing TSP Figures (GIS electronic files) and project lists in electronic format.
- 7.3. City shall make appropriate changes to the draft of the proposed PTA, and TSP addendum.
- 7.4. City shall present the proposed PTA and TSP addendum first to City Planning Commission for its recommendation to the City Council. Consultant shall attend at least one meeting with either the City Planning Commission or City Council, as determined by City, to answer questions.
- 7.5. Once City Planning Commission recommendations are incorporated into the proposed PTA and TSP addendum, City shall present them to the City Council at a hearing for its consideration and adoption.
- 7.6. City shall submit the Master Plan, all development code changes and the addendum to the TSP to Metro, DLCDC and Agency for acknowledgement.

Deliverables:

**Consultant:**

1. Final Master Plan
2. Materials for the addendum to the TSP
3. Recommended amendments to Development Code.
4. Meeting with City to discuss Planning Commission changes
5. Attend Planning Commission or City Council hearing to answer question

**City:**

1. City materials relevant to the PTA process and to the TSP addendum
2. Review of proposed PTA, TSP addendum, and associated materials



3. Materials and logistics for and presentation at City Planning Commission
4. Meeting (in person or by phone) to discuss Planning Commission changes
5. Materials and logistics for and presentation at City Council
6. Submittal materials for Metro, DLCD and Agency

Schedule: Consultant shall complete Task 2 obligations no later than 13 months following the date of the NTP.

### **Task 8: Project Management (City-only Task)**

#### Objectives:

- Provide sufficient resources and controls to assure a well-managed project

#### Sub-Tasks:

- 8.1. City's project manager shall coordinate with the Community Development Director, City Engineer, City Manager and other management staff as needed to resolve issues during the course of the project.
- 8.2. City's project manager shall inform and involve the City Council and City Planning Commission during the course of the project.
- 8.3. City's project manager shall review all Consultant invoices and approve for Agency payment.
- 8.4. City's project manager shall telephone, e-mail or meet with Consultant and/or WOCPM as necessary to manage this project.
- 8.5. City's project manager and WOCPM shall ensure that IGA and WOC requirements are met.
- 8.6. City's project manager shall prepare interim match reports and a final grant close out and match report.

#### Deliverables:

##### **City:**

1. Approved Consultant invoices

2. Interim match reports
3. Final grant close out and match report

Schedule:

Throughout the Project duration

Summary of Deliverables Due from Consultant

During Months 2 and 3

following NTP date:

Task 2.2	Draft TM #1
2.4	Facilitation of TAC meeting #1
2.5	Revised TM #1

During Months 3, 4, and 5

following NTP date:

Task 3.1	Meeting with City and WOCPM
3.2	Draft Evaluation Criteria
3.4	Conceptual Master Plan Alternatives
3.5	Conceptual Master Plan Evaluation Brief
3.7	Facilitate TAC meeting #2
3.8	Revised Evaluation Criteria
3.9	Facilitation of Open House #1

During Months 6, 7, 8, and 9

following NTP date:

Task 4.1	DRAFT TM #2
4.3	Revised TM #2
4.5	DRAFT TM #3
4.6	Revised TM#3
4.7	Facilitation of TAC meeting #3

During Month 10 following

NTP date:

Task 5.1	DRAFT Ranking of Alternatives Matrix
5.3	Revised Ranking of Alternatives Matrix
5.4	Facilitate TAC meeting #4
5.5	Presentation to City Planning Commission, including Report with materials for evaluation of alternatives

During Month 11 following

NTP date:

Task 6.1	DRAFT Master Plan
6.3	DRAFT Master Plan (Version # 2)
6.4	Facilitate TAC meeting #5 and present DRAFT Master

During Months 12 and 13  
following NTP date:

- Task 7.1 Meeting with City to discuss changes to Master Plan  
prior to preparing the FINAL Master Plan
- And FINAL Master Plan
- Task 7.2 Recommended amendments to the Development Code
- And Materials for Addendum to TSP
- 7.4 One (1) meeting with City Planning Commission (OR  
City Council) to answer questions regarding proposed  
PTA and TSP Addendum  
Plan (DRAFT Version #2)
- 6,5 DRAFT Master Plan (Version #3)
- 6.6 Facilitate Open House #2 and present DRAFT Master  
Plan (Version #3)
- 6.7 Facilitate TAC meeting #6
- 6.8 DRAFT Master Plan (Version #4)
- 6.9 Present DRAFT Master Plan (Version #4) to City  
Planning Commission
- 6.10 Present DRAFT Master Plan (Version #4) to City  
Council

**CONSULTANT AMOUNTS PER DELIVERABLE**

<i>Task</i>	<i>Description</i>	<i>Total Fixed Amount Payable to Consultant Per Deliverable</i>	<i>Total Amount Per Task</i>
1.0	Identify Goals and Objectives, establish TAC		
2.0	Summarize Existing Plans and Policies		
	Draft Technical Memorandum #1	\$5,500	
	Revised Technical memorandum #1	\$1,000	
	Facilitation of TAC Meeting #1	\$1,500	
	<b>Subtotal</b>		<b>\$8,000</b>
3.0	Create Alternatives and Evaluation Criteria		
	Draft Evaluation Criteria	\$4,500	
	Revised Evaluation Criteria	\$1,500	
	Conceptual Master Plans	\$17,000	
	Conceptual Master Plan Evaluation Brief	\$5,000	
	Facilitation of TAC Meeting #2	\$2,000	
	Facilitation of Open House #1, including materials	\$5,500	
	<b>Subtotal</b>		<b>\$35,500</b>
4.0	Evaluate Alternatives, Financing Estimates		
	Draft Technical Memorandum #2	\$16,000	
	Revised Technical Memorandum #2	\$1,500	
	Draft Technical Memorandum #3	\$9,000	
	Revised Technical Memorandum #3	\$1,000	
	Facilitation of TAC Meeting #3	\$2,000	
	<b>Subtotal</b>		<b>\$29,500</b>
5.0	Selection of Preferred Alternative		
	Draft Ranking of Alternatives Matrix	\$4,500	
	Revised Draft Ranking of Alternatives Matrix	\$1,000	
	Facilitation of TAC Meeting #4	\$1,500	
	Presentation at City Planning Commission	\$1,000	
	<b>Subtotal</b>		<b>\$8,000</b>
6.0	Draft Master Plan		
	Draft Master Plan	\$4,000	
	Draft Master Plan, version #2	\$1,000	
	Draft Master Plan, version #3	\$3,500	

<i>Task</i>	<i>Description</i>	<i>Total Fixed Amount Payable to Consultant Per Deliverable</i>	<i>Total Amount Per Task</i>
	Draft Master Plan, version #4	\$1,000	
	Facilitation of TAC Meeting #5	\$1,000	
	Facilitation of Open House #2	\$3,000	
	<b>Subtotal</b>		<b>\$13,500</b>
<b>7.0</b>	<b>Final Master Plan, Amendments, Adoption</b>		
	Final Master Plan	\$1,000	
	Materials for the PTA application and addendum to the TSP	\$3,500	
	Materials for the City Planning Commission, including revisions to the PTA & TSP		
	Meeting with the City to discuss Planning Commission changes	\$1,000	
	Materials for Council, including revisions to the PTA & TSP addendum		
	Submittal materials for Metro, DLCD and ODOT		
	Attend Planning Commission and City Council hearings (up to 2)		
	<b>Subtotal</b>		<b>\$5,500</b>
	<b>Project Total</b>	<b>\$100,000</b>	<b>\$100,000</b>

City Budget

<i>Task</i>	<i>Total Amount Per Task</i>
Task 1: Identify Goals and Objectives, establish TAC	\$500
Task 2: Summarize Existing Plans and Policies	\$500
Task 3: Create Alternatives and Evaluation Criteria	\$1,000
Task 4: Evaluate Alternatives, Financing Estimates	\$2,500
Task 5: Selection of Preferred Conceptual Master Plan Alternative	\$1,000
Task 6: Draft Master Plan	\$5,000
Task 7: Final Master Plan, Amendments, Adoption	\$7,000
Task 8: Project Management	\$5,000
<b>Total</b>	<b>\$22,500</b>

**EXHIBIT B (Local Agency or State Agency)**

**CONTRACTOR CERTIFICATION**

Contractor certifies by signing this contract that Contractor has not:

- (a) Employed or retained for a commission, percentage, brokerage, contingency fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant), any fee, contribution, donation or consideration of any kind for or in connection with, procuring or carrying out the contract, except as here expressly stated (if any):

Contractor further acknowledges that this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

**AGENCY OFFICIAL CERTIFICATION (ODOT)**

Department official likewise certifies by signing this contract that Contractor or his/her representative has not been required directly or indirectly as an expression of implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ, retain or agree to employ or retain, any firm or person or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind except as here expressly stated (if any):

Department official further acknowledges this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

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**EXHIBIT C**

Federal Provisions  
Oregon Department of Transportation

**I. CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION**

Contractor certifies by signing this contract that to the best of its knowledge and belief, it and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

List exceptions. For each exception noted, indicate to whom the exception applies, initiating agency, and dates of action. If additional space is required, attach another page with the following heading: Certification Exceptions continued, Contract Insert.

**EXCEPTIONS:**

Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The Contractor is advised that by signing this contract, the Contractor is deemed to have signed this certification.

**II. INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS**

1. By signing this contract, the Contractor is providing the certification set out below.
2. The inability to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Contractor shall explain why he or she cannot provide the certification set out below. This explanation will be considered in connection with the Oregon Department of Transportation determination to enter into this transaction. Failure to furnish an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous

certification, in addition to other remedies available to the Federal Government or the Department may terminate this transaction for cause of default.

4. The Contractor shall provide immediate written notice to the Department to whom this proposal is submitted if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department's Program Section (Tel. (503) 986-3400) to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The Contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.
7. The Contractor further agrees by submitting this proposal that it will include the Addendum to Form FHWA-1273 titled, "Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", provided by the Department entering into this covered transaction without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List published by the U. S. General Services Administration.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or the Department, the Department may terminate this transaction for cause or default.

### III. ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors, and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

#### **Appendix B--Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions**

##### Instructions for Certification

1. By signing and submitting this contract, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this contract that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is



suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions**

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**IV. EMPLOYMENT**

1. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractors, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranting, Department shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
2. Contractor shall not engage, on a full or part-time basis or other basis, during the period of the contract, any professional or technical personnel who are or have been at any time during the period of this contract, in the employ of Department, except regularly retired employees, without written consent of the public employer of such person.
3. Contractor agrees to perform consulting services with that standard of care, skill and diligence normally provided by a professional in the performance of such consulting services on work similar to that hereunder. Department shall be

entitled to rely on the accuracy, competence, and completeness of Contractor's services.

**V. NONDISCRIMINATION**

During the performance of this contract, Contractor, for himself, his assignees and successors in interest, hereinafter referred to as Contractor, agrees as follows:

1. **Compliance with Regulations.** Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of the Federal-Aid Highway Act of 1973 and the Civil Rights Restoration Act of 1987. Contractor shall comply with the regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this contract. Contractor, with regard to the work performed after award and prior to completion of the contract work, shall not discriminate on grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.
2. **Solicitation for Subcontractors, including Procurement of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.
3. **Nondiscrimination in Employment (Title VII of the 1964 Civil Rights Act).** During the performance of this contract, Contractor agrees as follows:
  - a. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment,

without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.

- b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
4. **Information and Reports.** Contractor will provide all information and reports required by the Regulations or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts, other sources of information, and his facilities as may be determined by Department or FHWA as appropriate, and shall set forth what efforts he has made to obtain the information.
5. **Sanctions for Noncompliance.** In the event of Contractor's noncompliance with the nondiscrimination provisions of the contract, Department shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. Withholding of payments to Contractor under the agreement until Contractor complies; and/or
  - b. Cancellation, termination or suspension of the agreement in whole or in part.
6. **Incorporation of Provisions.** Contractor will include the provisions of paragraphs 1 through 6 of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt from Regulations, orders or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontractor or procurement as Department or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such

direction, Department may, at its option, enter into such litigation to protect the interests of Department, and, in addition, Contractor may request Department to enter into such litigation to protect the interests of the State of Oregon.

#### VI. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

In accordance with Title 49, Code of Federal Regulations, Part 26, Contractor shall agree to abide by and take all necessary and reasonable steps to comply with the following statement:

#### DBE POLICY STATEMENT

**DBE Policy.** It is the policy of the United States Department of Transportation (USDOT) to practice nondiscrimination on the basis of race, color, sex and/or national origin in the award and administration of USDOT assist contracts. Consequently, the DBE requirements of 49 CFR 26 apply to this contract.

**Required Statement For USDOT Financial Assistance Agreement.** If as a condition of assistance the Agency has submitted and the US Department of Transportation has approved a Disadvantaged Business Enterprise Affirmative Action Program which the Agency agrees to carry out, this affirmative action program is incorporated into the financial assistance agreement by reference.

**DBE Obligations.** The Oregon Department of Transportation (ODOT) and its contractor agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 26 have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts. Neither ODOT nor its contractors shall discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of such contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as ODOT deems appropriate.

The DBE Policy Statement and Obligations shall be included in all subcontracts entered into under this contract.

**Records and Reports.** Contractor shall provide monthly documentation to Department that it is subcontracting with or purchasing materials from the DBEs identified to meet contract goals. Contractor shall notify Department and obtain its written approval before replacing a DBE or making any change in the DBE participation listed. If a DBE is unable to fulfill the original obligation to the contract, Contractor must demonstrate to Department the Affirmative Action steps taken to replace the DBE with another DBE. Failure to do so will result in withholding payment on those items. The monthly documentation will not be required after the DBE goal commitment is satisfactory to Department.

Any DBE participation attained after the DBE goal has been satisfied should be reported to the Departments.

**DBE Definition.** Only firms DBE certified by the State of Oregon, Department of Consumer & Business Services, Office of Minority, Women & Emerging Small Business, may be utilized to satisfy this obligation.

#### CONTRACTOR'S DBE CONTRACT GOAL

DBE GOAL   0   %

By signing this contract, Contractor assures that good faith efforts have been made to meet the goal for the DBE participation specified in the Request for Proposal/Qualification for this project as required by ORS 200.045, and 49 CFR 26.53 and 49 CFR, Part 26, Appendix A.

#### VII. LOBBYING

The Contractor certifies, by signing this agreement to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to

influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor also agrees by signing this agreement that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

FOR INQUIRY CONCERNING ODOT'S  
DBE PROGRAM REQUIREMENT  
CONTACT OFFICE OF CIVIL RIGHTS  
AT (503)986-4354.